

GENERAL TERMS AND CONDITIONS – PODIUM 19 BV



Introduction

Podium 19 BV strives to provide services that meet the reasonable expectations of visitors. Podium 19 BV will make every effort to minimize inconvenience and safety risks as much as possible. This obligation of effort does not constitute a guarantee of error-free or uninterrupted service and does not affect the limitations of liability set out elsewhere in these terms and conditions.

Privacy

Podium 19 BV processes personal data solely in accordance with the General Data Protection Regulation (GDPR).

Data will not be shared with third parties unless required by law or necessary for the execution of the agreement. Data may be used for service improvement, reservation communication and — if consent has been given — marketing purposes.

Chapter 1 – Definitions and applicability

Article 1.1 – Podium 19 BV

This refers to the legal entity Podium 19 BV, including all employees, directors and persons authorized to act on its behalf.

Article 1.2 – Facilities of Podium 19 BV

This includes all facilities, activities and spaces operated by Podium 19 BV, both indoors and outdoors.

Article 1.3 – Visitor

Any person who enters into an agreement with Podium 19 BV, participates in activities, or is present in or around locations managed by Podium 19 BV.

Article 1.4 – Applicability

These terms and conditions apply to every agreement, reservation, admission, participation, delivery and interaction between Podium 19 BV and the visitor, regardless of how it was established.

Chapter 2 – Ticket sales, reservations and prices

Article 2.1 – Information provision

Information published by Podium 19 BV is subject to obvious errors. Liability can only be accepted for correct and current documentation available on location, insofar as this does not conflict with other provisions in these terms and conditions.

Article 2.2 – Verification of admission tickets

Visitors are required to present a valid admission ticket, reservation, voucher or identification upon first request. Refusal may result in denial of entry without refund.

Article 2.3 – Validity and loss

- Loss or theft of tickets is at the visitor's risk.
- Unused tickets will not be refunded.
- Tickets cannot be exchanged.
- Refunds are granted solely at the discretion of management.

Article 2.4 – Invalid documents

Podium 19 BV may refuse entry if admission tickets or discounts appear to have been obtained fraudulently or purchased through unauthorized parties.

Article 2.5 – Prices

Prices listed on the website are subject to price increases. The price at the ticket desk is leading.

Article 2.6 – Emergencies

In the event of (partial) evacuation due to an emergency response drill or an actual emergency, a refund may be granted for admission and demonstrable travel expenses.

Chapter 3 – House rules & safety

Article 3.1 – Compliance with instructions

Visitors must immediately and fully comply with all instructions from staff. Failure to do so may result in removal without refund.

Article 3.2 – Nuisance and undesirable behavior

Podium 19 BV reserves the right to refuse or terminate access if a visitor:

- causes nuisance, aggression or danger;
- is intoxicated or under the influence of substances;
- damages property or shows risky behavior.

Article 3.3 – Prohibited actions

Among other things, it is prohibited to:

- consume personal food or drinks (unless agreed otherwise);
- bring dangerous objects;
- smoke outside designated areas;
- operate equipment or systems without permission;
- block or manipulate security, fire or ventilation systems.

Article 3.4 – Supervision of minors

Children under the age of 16 must be supervised by a responsible adult.

Chapter 4 – Visitor conduct

Article 4.1

Visitors must behave in a manner that ensures order, safety and the preservation of property.

Article 4.2 – Recovery of damages

Podium 19 BV reserves the right to recover damages, directly or indirectly caused by a visitor, in full from that visitor. This may also include costs related to loss of revenue or operational disruption.

Article 4.3 – Photo and video material

Podium 19 BV may take promotional photos and videos. Visitors may object in writing.

Chapter 5 – Liability & damages

Article 5.1 – General exclusion

Podium 19 BV is never liable for:

- theft, loss or damage to visitors' property;
- personal injury caused by improper use of facilities or failure to follow instructions;
- damage caused by the behavior or negligence of visitors or third parties;
- indirect damage, consequential damage, loss of revenue or immaterial damage.

Article 5.2 – Own risk

Every visitor enters the location and participates in activities entirely at their own risk. Podium 19 BV does not guarantee absolute safety and accepts no liability for damages arising from this, unless there is intent or gross negligence by Podium 19 BV.

Article 5.3 – Insurance

Visitors are advised to obtain adequate insurance for risks arising from participation in physical activities.

Article 5.4 – Damage caused by visitors

All damage caused by negligence, intent, misuse or failure to follow instructions will be recovered from the responsible person.

Chapter 6 – Reservations, group bookings & arrangements

Article 6.1 – Formation

A reservation becomes binding once confirmation has been sent.

Article 6.2 – Cancellations

Podium 19 BV may charge cancellation fees depending on the timeframe. After the number of participants has been confirmed, refunds are excluded. The conditions agreed in the quotation are leading.

Article 6.3 – Cancellation by Podium 19 BV

If an activity cannot take place due to technical or organizational reasons, Podium 19 BV will offer an alternative or refund the amount paid.

Chapter 7 – Activities & participation

Article 7.1 – Compliance with activity-specific rules

Additional instructions may apply to each activity. Failure to follow these instructions may result in exclusion from participation without refund.

Article 7.2 – Safety and suitability

Podium 19 BV may refuse participation if a visitor is reasonably considered a danger to themselves or others, or appears physically or mentally unfit.

Article 7.3 – Late arrival

Late arrival may result in shortened playing time or cancellation of participation without any form of compensation.

Article 7.4 – Participation always at own risk

Participation in all activities organized by Podium 19 BV is entirely at the participant's own risk.

Podium 19 BV cannot be held liable for:

- injuries or physical damage of any kind;
- damage resulting from falls, collisions, tripping or personal actions;
- damage occurring during competitive or physical activities;
- damage caused by other participants;
- loss of personal belongings.

Article 7.5 – Transportation for disabled persons

Transportation for disabled persons cannot be guaranteed due to the dimensions of the elevators in the building.

This exclusion applies at all times, except in the exceptional case of demonstrable intent or gross negligence by Podium 19 BV.

Chapter 8 – Hospitality & consumption

Article 8.1 – Personal food and drinks

8.1.1

Visitors are strictly prohibited from bringing or consuming their own food and drinks in any space operated by Podium 19 BV, unless prior written permission has been granted by an authorized person.

8.1.2

Podium 19 BV reserves the right to request visitors to immediately store or remove their own consumptions. Refusal may result in denial of access without the right to a refund or compensation.

8.1.3

Additional provisions regarding food, drinks and catering may apply to arrangements, group reservations or exclusive bookings. These will be recorded in writing and form an integral part of the agreement.

Article 8.2 – Alcohol policy

8.2.1

Alcoholic beverages are only served to persons aged 18 or older. In case of doubt about age, the visitor must present valid and original identification. Without identification, no alcohol will be served.

8.2.2

Visitors are not allowed to pass alcohol to persons under the age of 18. This is considered a serious violation of the house rules and may result in immediate removal from the location.

8.2.3

It is not permitted to bring alcohol that has not been sold or provided by Podium 19 BV. Such items may be confiscated without compensation.

Article 8.3 – Refusal of alcohol

8.3.1

Podium 19 BV reserves the right at all times to refuse the serving of alcohol at its sole discretion and without the obligation to provide further explanation.

8.3.2

Alcohol may be refused when staff considers it necessary due to:

- the safety of the visitor themselves;
- the safety of others;

- signs of (beginning) intoxication;
- nuisance, aggression or inappropriate behavior;
- being underage or doubt about age;
- group dynamics that involve risks;
- activities where alcohol consumption increases risks (e.g. bowling, laser games, other games);
- violation of house rules or legal regulations.

8.3.3

Staff of Podium 19 BV are trained and authorized to independently determine when serving alcohol is no longer responsible. Visitors must respect this decision immediately and without discussion.

8.3.4

Refusal of alcohol does not entitle visitors to a refund, compensation or any form of damages, even if alcohol is part of an arrangement.

8.3.5

If, in the opinion of staff, a visitor's condition becomes unsafe due to alcohol use, Podium 19 BV may:

- block further alcohol service;
- terminate participation in activities;
- refuse access to an activity or the entire premises;
- have the visitor removed by staff or security.

8.3.6

Any costs or damages resulting from alcohol-related behavior of a visitor may be fully recovered from that person.

Chapter 9 – Force majeure, closures & changes

Article 9.1 – Force majeure

Podium 19 BV is not liable for damage or costs resulting from situations of force majeure, including but not limited to: technical failures, power outages, staff illness, accidents, government measures, extreme weather conditions or emergencies.

Article 9.2 – Operational changes

Podium 19 BV may, at its own discretion, close facilities, change activities or reschedule time slots. This does not entitle visitors to compensation, unless the entire reservation cannot be carried out.

Chapter 10 – Complaints procedure

Article 10.1 – Reporting complaints

Complaints must be reported to a staff member as soon as possible so that Podium 19 BV has the opportunity to investigate and, if possible, resolve the complaint.

Article 10.2 – Written handling

If a complaint cannot be resolved on site, it must be submitted in writing within 14 days.

Article 10.3 – Own risk & liability

The visitor acknowledges that entering the location and participating in activities is entirely at their own risk.

Podium 19 BV cannot be held liable for damages, injury, loss of property or any other form of damage, unless there is intent or gross negligence by Podium 19 BV.

Article 10.4 – Response time

Podium 19 BV will carefully review complaints and respond in writing within two weeks.